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STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR

HIGHWAY SAFETY AGENCY

78 REGIONAL DRIVE, BUILDING 2
CONCORD, N.H. 03301-8530

TDD Access: Relay NH 1-800-735-2964
603-271-2131
FAX 603-271-3790

Margaret Wood Hassan
GOVERNOR

Peter M. Thomson
COORDINATOR

February 10, 2014

Her Excellency Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the NH Highway Safety Agency permission to enter into a **sole source** contractual agreement with the NH Triple Play LLC, (dba NH Fisher Cats), Manchester, New Hampshire, (Vendor Code 168155) in the amount of $42,000.00 to coordinate a highway-safety related advertisement campaign during the 2014 season home games, effective upon Governor & Council approval through September 30, 2014. 100% Federal Funds

Funds are available from the following account

	FY 2014	FY 2015
02-25-25-250010 32000000 Highway Safety Agency – NHTSA Grants	$21,000.00	$21,000.00
102-500731 Contracts for Program Services		

EXPLANATION

Using federal highway safety funds, the NH Highway Safety Agency proposes to enter into an eleventh-year contractual agreement with the New Hampshire Fisher Cats baseball team to coordinate an advertisement campaign during their 2014 season games aimed at increasing seat belt usage. The New Hampshire Fisher Cats are exclusively responsible for managing, developing, and conducting all public relations activities related to their operation. Therefore, this is a **sole source** contract.

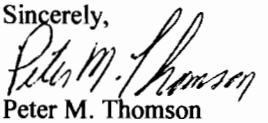
Under the terms of this contract the New Hampshire Fisher Cats will provide: 1) 8' x 24' Static mesh, Right Field Banner, located just above the outfield wall/fence will display the "Buckle Up New Hampshire" message during all home games and other ball park events. 2) 8' x 30' Concourse Tri-vision "Buckle Up New Hampshire" sign, located on the side of the sports bar atop the main concourse in left field at the ball park entrance/exit. 3) Pre and Post-game Video Board Commercial. A 15-second seat belt safety commercial featuring a Fisher Cats player will be displayed twice (pre and post game) during all home games on the 16' x 24' state-of-the-art video board located in center field; 4) In-Game, On-Field and Video Board Promotions. One (1) seat belt education event will be conducted as a between-inning promotion during each home game. Displayed on the 16' x 24" video board, each event will feature live, public address announcements along with display of the Buckle Up New Hampshire logo before, during, and after each on-field event. 5) 2014 Fisher Cats Game Day Program will include a quarter page, color advertisement printed in each of five issues with glossy finish with a seat belt message; 6) Coupon Booklet. Contractor will create a seat belt safety message to be printed on the cover of the Fisher Cats coupon book that will be distributed to over 70,000 fans as they exit games and other events held at the ball park throughout the 2014 season; and 7) Radio Commercial. Fisher Cats radio network will feature one (1) 30-second radio commercial during the 142 home and away Fisher Cats game broadcasts. Games will also be streamed live on the Fisher Cats website.

Motor vehicle crashes continue to be one of the leading causes of death and injury in New Hampshire. In the event of a crash, the use of seat belts and child safety seats reduces the possibility of death or serious injury by approximately 50 percent. As a result of public information and education efforts, New Hampshire's motoring public (drivers and occupants) will become more aware of the life-saving value of seat belts.

(over)

A copy of the contractual agreement, approved by the Department of Justice, is attached. This contract will be funded 100 percent with federal funds and no state monies will be required.

Sincerely,



Peter M. Thomson
Coordinator

/djf
Enclosure

Print Form

Subject: NH Fisher Cats

FORM NUMBER P-37 (version 1/09)

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Highway Safety Agency	1.2 State Agency Address 78 Regional Drive, Building 2, Concord, NH 03301-8530
1.3 Contractor Name NH Triple Play, LLC, dba NH Fisher Cats	1.4 Contractor Address One Line Drive, Manchester, NH 03101
1.5 Contractor Phone Number 603-606-4187 / 1.6 Account Number 10 02500 32000000 500731	1.7 Completion Date September 30, 2014 / 1.8 Price Limitation $42,000.00
1.9 Contracting Officer for State Agency Peter M. Thomson	1.10 State Agency Telephone Number 603-271-2131
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory Richard J. Brenner, President/General Manager

1.13 Acknowledgement: State of NH, County of Hillsborough

On 1/28/2014, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

BRIAN PETER SHANKEY JUSTICE OF THE PEACE MY COMMISSION EXPIRES JUNE 5, 2018 NEW HAMPSHIRE

1.13.2 Name and Title of Notary or Justice of the Peace

Brian Peter Shankey, Justice of the Peace

1.14 State Agency Signature Peter M. Thomson	1.15 Name and Title of State Agency Signatory Peter M. Thomson, Coordinator

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: On: 2/10/14

1.18 Approval by the Governor and Executive Council

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials _____
Date 1/28

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials PM
Date 1/27

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials RB
Date 1/28

EXHIBIT A

THE SERVICES

2. Employment of Contractor; Services to be Performed

The Contractor, NH Triple Play LLC (dba New Hampshire Fisher Cats), shall coordinate the advertisement activities dedicated to highway safety related issues as determined by the NH Highway Safety Agency to be presented during the 2014 season games (71home games) of the New Hampshire Fisher Cats baseball team to be played at the Fisher Cats Ball Park in Manchester, New Hampshire, following the game schedule appearing in Exhibit C.

The Contractor, in cooperation with the Agency will provide:

a) 8' x 24' Static mesh, Right Field Banner, located just above the outfield wall/fence will display the "Buckle Up New Hampshire" message during all home games and other ball park events.

b) 8' x 30' Concourse Tri-vision "Buckle Up New Hampshire" sign, located on the side of the sports bar atop the main concourse in left field at the ball park entrance/exit. The message will be displayed 20 times per hour or 400 times during a 20-hour period and viewed by all fans attending games and other events, as well as occupants of an estimated 73,000 vehicles traveling Interstate 293 on a daily basis;

c) Pre and Post-game Video Board Commercial. One 15-second seat belt safety commercial featuring a Fisher Cats player will be displayed twice (pre and post game) during all home games on the 16' x 24' state-of-the-art video board located in center field using the 140' LED sign. The Highway Safety logo and message will be displayed once during each home game in conjunction with a public address announcement

d) In-Game, On-Field and Video Board Promotions. One (1) seat belt education event will be conducted as a between-inning promotion during each home game. Displayed on the 16' x 24" video board, each event will feature live, public address announcements along with display of the Buckle Up New Hampshire logo before, during, and after each on-field event. The on-field event will include one of the following: 1) the Buckle Up Challenge involving two rows of fans racing to see which row can buckle the giant seat belt first; 2) the Safety Trivia Contest involving one fan selected to answer a question regarding New Hampshire traffic laws and driving in the state; 3) "Vanity-Insanity" displaying a vanity plate on the video board and 140' LED display displaying letters that represent a Buckle Up New Hampshire message; or 4) the Musical Chair Seat Belt Challenge involving four (4) fans racing to see who can buckle their seat belt first when the music stops. Contest participants will sign a waiver (attached) releasing the contractor (the State of New Hampshire and the NH Highway Safety Agency) from liability;

e) 2014 Fisher Cats Game Day Program will include one (1) quarter page, color advertisement printed in each of five (5) issues with glossy finish with a seat belt message;

f) Coupon Booklet. Contractor will create a seat belt safety message to be printed on the cover of the Fisher Cats coupon book that will be distributed to over 70,000 fans as they exit games and other events held at the ball park throughout the 2014 season; and

g) Radio Commercial. Fisher Cats radio network will feature one (1) 30-second radio commercial during the 142 home and away Fisher Cats game broadcasts. Games can be heard on four (4) stations (WGIR 610 AM, WGIN 930 AM, and WTSL 1400 AM/94.3 FM) which provide statewide coverage. In addition, games will be streamed live on the Fisher Cats website (NHFisherCats.com), and www.milb.com as permitted by major league baseball and minor league baseball.

The Contractor will incur any costs associated with developing additional materials, props, equipment, etc., as well as managing and conducting the event during each between-inning contest.

The total cost for the paid advertising campaign will not exceed $42,000.00.

EXHIBIT B

CONTRACT PRICE AND VOUCHERS

4.1.a Contract Price

The Agency agrees to compensate the Contractor a maximum of $42,000.00 to cover costs related to carrying out the services as stipulated in Exhibit A.

BUDGET

8' x 24' Static Right-Field Banner	$42,000.00
8' x 30' Concourse Tri-Vision Sign	
Pre and post game video board commercial	
In-game, on-field and video board promotion	
2014 Fisher Cats Game Day Program	
Coupon Book	
Radio Commercials	

4.1.b Vouchers

The Contractor shall submit to the Coordinator of the NH Highway Safety Agency on a monthly basis an invoice for coordinating the advertisement activities dedicated to highway safety issues as stipulated in Schedule A. The Agency agrees to pay the Contractor payments of $7,000.00/month covering each of the six months April 2014 through September 2014 for a total payment of $42,000.00.

EXHIBIT C

SPECIAL PROVISIONS

22.1 Reports and Meetings. In order for the Agency to assess the advertising campaign in accordance with federal guidelines governing the use of "Section 402 Funds for Purchasing Advertising Space", the Contractor agrees to provide the Agency with a final report indicating attendance numbers, including any available attendance data (i.e. gender, age, special group information, etc.) for each of the home games, as well as data relative to participants in the between-inning contests.

22.2 Audit. NH Triple Play, LLC, the parent company of the New Hampshire Fisher Cats, agrees to provide the Agency with a copy of its Annual Report which includes the time period covered by this Agreement.

The State of New Hampshire reserves the right to have its Legislative Budget Assistant review any work papers.

22.3 Contract Credit All publications, public information or publicity released in conjunction with this contract shall state that such is "funded by the New Hampshire Highway Safety Agency".

22.4 Copyrights The Highway Safety Agency, representing the Federal awarding agency and the State of New Hampshire, reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal and State Government purposes: (a) The copyright in any work developed under this Contract under a grant or subgrant; and (b) Any rights of copyright to which the Contractor purchases ownership with grant support. (US Department of Transportation Common Rule, March 11, 1988)

22.5 The Contractor shall not be liable for any costs incurred by the Agency as a result of rejected copy or changes after approval by the Agency.

22.6 If a dispute arises between the Contractor and the Agency as to whether Advertising Services and/or between-inning contests were provided, detailed documentation (display schedules, between-inning schedules and reports, dated photographs, etc.) from the Contractor will be evidence that the Services were provided during the home game(s) on the dates shown on that documentation.

22.7 The Agency and the Contractor represent that with respect to all copy and illustrations supplied by the Agency or the Contractor or their respective employees to the Contractor for the preparation of the advertisement will:

a) be true and correct in every respect;
b) not be, nor contain anything that is defamatory of any person;
c) not be, nor contain anything that is indecent or obscene;
d) not breach, nor contain anything that breaches the copyright, trademark or other intellectual or commercial property rights of any person or which constitutes passing off of the Agency or its goods or services; and
e) not contain nor constitute a statement that is misleading or deceptive or likely to be mislead.

22.8 The "New Hampshire Fisher Cats 2014 Eastern League Schedule" appearing on the following page highlights the 71 home games scheduled to be played at the Fisher Cats Ball Park during which the advertisement activities detailed in Schedule A will be conducted.

22.9 Insurance and Bond. It is agreed that the $2,000,000.00 per incident insurance requirement contained in Section 14.1.1 is waived and that both parties agree to accept the current insurance level of $1,000,000.00 per incident.

22.10 Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
The contractor certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation is this transaction by any Federal department or agency.

EXHIBIT C

2014 SCHEDULE

VOTED **'BEST SPORTING EVENT TO TAKE CLIENTS TO'** SIX YEARS RUNNING

VOTED **'NH'S FAVORITE SPORTING EVENT FOR FAMILIES'** THREE YEARS RUNNING

VOTED **'BEST NEW HAMPSHIRE SPORTS TEAM'** THREE YEARS RUNNING

APRIL 2014

SUN	MON	TUES	WEDS	THURS	FRI	SAT
		1	2	3 TRN	4 TRN	5 TRN
6 TRN	7 REA	8 REA	9 REA	10 BIN 6:35pm	11 BIN 6:35pm	12 BIN 1:35pm
13 BIN 1:35pm	14 NBR 6:35pm	15 NBR 5:35pm	16 NBR 10:35am	17 BIN	18 BIN	19 BIN
20 OFF	21 NBR	22 NBR	23 NBR	24 NBR	25 REA 6:35pm	26 REA 5:05pm
27 REA 1:35pm	28 TRN 6:35pm	29 TRN 6:35pm	30 TRN 5:35pm			

MAY 2014

SUN	MON	TUES	WEDS	THURS	FRI	SAT
				1 TRN 6:35pm	2 NBR	3 NBR
4 NBR	5 BIN 6:35pm	6 BIN 6:35pm	7 BIN 6:35pm	8 POR	9 POR	10 POR
11 POR	12 REA 5:35 PM	13 REA 11:35 AM	14 REA 10:35am	15 OFF	16 BIN 6:35pm	17 BIN 5:35pm
18 BIN 1:35pm	19 REA	20 REA	21 REA	22 REA	23 POR 7:05pm	24 POR 7:05pm
25 POR 1:35pm	26 POR 1:35pm	27 BIN	28 BIN	29 BIN	30 ALT	31 ALT

JUNE 2014

SUN	MON	TUES	WEDS	THURS	FRI	SAT
1 ALT	2 OFF	3 BOW 6:35pm	4 BOW 10:35am	5 BOW 7:05pm	6 ERI 7:05pm	7 ERI 7:05pm
8 ERI 1:35pm	9 OFF	10 BOW	11 BOW	12 BOW	13 RIC	14 RIC
15 RIC	16 OFF	17 ALT 7:05pm	18 ALT 7:05pm	19 ALT 7:05pm	20 TRN	21 TRN
22 TRN	23 POR	24 POR	25 POR	26 NBR 7:05pm	27 NBR 7:05pm	28 NBR 7:05pm
29 NBR 1:35pm	30 REA					

JULY 2014

SUN	MON	TUES	WEDS	THURS	FRI	SAT
		1 REA	2 REA	3 REA	4 TRN 7:05pm	5 TRN 7:05pm
6 TRN 1:35pm	7 NBR 7:05pm	8 NBR 7:05pm	9 NBR 12:05pm	10 NBR 7:05pm	11 POR	12 POR
13 POR	14 POR	15 EASTERN LEAGUE ALL-STAR BREAK	16	17 POR 7:05pm	18 POR 7:05pm	19 POR 7:05pm
20 POR 1:35pm	21 TRN 7:05pm	22 TRN 7:05pm	23 TRN 12:05pm	24 HAR	25 HAR	26 HAR
27 HAR	28 BIN	29 BIN	30 BIN	31 REA 7:05pm		

AUGUST 2014

SUN	MON	TUES	WEDS	THURS	FRI	SAT
					1 REA 7:05pm	2 REA 7:05pm
3 REA 1:35pm	4 OFF	5 ERI	6 ERI	7 ERI	8 AKR	9 AKR
10 AKR	11 OFF	12 RIC 7:05pm	13 RIC 7:05pm	14 RIC 7:05pm	15 AKR 7:05pm	16 AKR 7:05pm
17 AKR 1:35pm	18 OFF	19 TRN	20 TRN	21 TRN	22 POR 7:05pm	23 POR 7:05pm
24 POR 1:35pm	25 HAR 6:35pm	26 HAR 6:35pm	27 HAR 6:35pm	28 HAR 6:35pm	29 NBR	30 NBR
31 NBR						

SEPTEMBER 2014

SUN	MON	TUES	WEDS	THURS	FRI	SAT
	1 NBR	2 EASTERN LEAGUE PLAYOFFS	3	4	5	6

Eastern League Teams

AKR .. Akron RubberDucks (Indians)
ALT .. Altoona Curve (Pirates)
BIN .. Binghamton Mets (Mets)
BOW.. Bowie Baysox (Orioles)
ERI .. Erie SeaWolves (Tigers)
HAR .. Harrisburg Senators (Nationals)
NBR .. New Britain Rock Cats (Twins)
POR .. Portland Sea Dogs (Red Sox)
RIC .. Richmond Flying Squirrels (Giants)
REA .. Reading Fightin Phils (Phillies)
TRN .. Trenton Thunder (Yankees)

Home Game
Post-Game Atlas Fireworks
Home Day Game
Away Game
NHIAA Baseball Championships

NORTHEAST DELTA DENTAL STADIUM

NEW HAMPSHIRE'S BEST ENTERTAINMENT VALUE

NHFISHERCATS.COM 603.641.2005

Informed Consent to Voluntary Participation and Waiver of Claims

In consideration for being permitted to participate in a New Hampshire Fisher Cats On-Field Promotion, Contest, Entertainment Exhibition, Baseball Clinic, Baseball Lesson, Baseball or Softball Exhibition or Official Game (hereinafter "Event") at Fisher Cats Stadium, the undersigned competitor (hereinafter "Competitor") hereby acknowledges and agrees as follows:

Competitor hereby consents to the use of Competitor's name and/or likeness, biographical material and/or voice by the Fisher Cats, without compensation, in any publicity and/or advertising or promotional materials for the Event or the Event Sponsor in any form of media anywhere in the United States.

Competitor hereby warrants that Competitor's participation in the Event is entirely at the Competitor's option, and as such, Competitor understands and hereby assumes all risks associated with the Event and is solely responsible for his/her participation in the Event.

When the Event occurs at a baseball game, or involves the game of baseball, Competitor also expressly assumes all risks incidental to the game of baseball, including, but not exclusively, injury resulting from thrown or batted balls, thrown or projected bats or other equipment, manually or mechanically projected promotional items, or distractions from the Event resulting from promotional events, contests, mascots, fans or other entertainment. Competitor hereby expressly agrees that New Hampshire Fisher Cats, NH Triple Play, LLC, DSF Sports & Entertainment, and the City of Manchester, New Hampshire, the State of New Hampshire, the NH Highway Safety Agency, and their respective agents, directors, officers, employees, attorneys, insurers, servants, agents, parents, divisions, subsidiaries, predecessors, successors, and representatives (the "Released Parties") are expressly released by the Competitor from claims arising from any such injuries and hazards.

Competitor also forever generally and completely releases and discharges the New Hampshire Fisher Cats, NH Triple Play, LLC, DSF Sports & Entertainment, and the City of Manchester, New Hampshire, , the State of New Hampshire, the NH Highway Safety Agency, and their respective agents, directors, officers, employees, attorneys, insurers, servants, agents, parents, divisions, subsidiaries, predecessors, successors, and representatives (the "Released Parties") of and from any and all claims and demands of any kind, in law, equity, and otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, for damages actual and consequential, past, present, and future arising out of or in any way related to the Event and/or the respective obligations, activities, and/or dealings between the Competitor and the Released Parties relating to the Event, any publicity relating to the Event, and any prizes and/or the acceptance, possession, use, or misuse of any prizes or other benefits awarded to Competitor in the Event.

This is a full, complete, general and final Release of any and all claims described as foresaid, and Competitor agrees that it shall apply to all unknown, unanticipated, unsuspected, and undisclosed claims, demand liabilities, actions or causes of action, in law, equity or otherwise. This Release (i) constitutes the complete final and exclusive embodiment of the agreement between Competitor and the Released Parties with respect to the subject matter herein stated; (ii) is contractual and not mere recital; and (iii) is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Competitor has carefully read this Release, signs the same of his/her own will and represents and warrants that Competitor is not a minor. This Release shall bind the heirs, personal representatives, and successors of Competitor, and shall inure to the benefit of the Released Parties.

This Release is being delivered in the State of New Hampshire and shall be construed and enforced in accordance with New Hampshire law, without giving effect to conflict of laws principles.

In the event that the Competitor institutes legal action against the Released Parties, including but not limited to litigation, mediation, or arbitration, and such legal action is deemed to be governed by the terms of this Release, Competitor hereby agrees that the Released Parties shall be entitled to recover from the Competitor the Released Parties' reasonable attorneys fees and costs expended in the defense of said legal action.

If any provision of this Release shall, for any reason, be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and the remainder of this Release and its application to other persons or circumstances shall remain valid and enforceable.

This Release is hereby executed by the undersigned Competitor/Participant on this ____Day of _____, 20 ___.

Competitor's Name – please print	Parent or Guardian (If Competitor is under 18)	Date
Signature of Competitor	Signature of Parent or Guardian (if under 18)	Date

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NH Triple Play, LLC is a New Hampshire limited liability company formed on June 27, 2005. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 31st day of January, A.D. 2014

William M. Gardner
Secretary of State

AA Affiliate of the Toronto Blue Jays

CERTIFICATE OF AUTHORITY

I, Michael J. Ramshaw, Senior Vice President of Sales for NH Triple Play, LLC (d/b/a New Hampshire Fisher Cats) certify that Richard J. Brenner is the President of NH Triple Play LLC (d/b/a New Hampshire Fisher Cats). As President, Mr. Brenner is duly authorized to sign contracts on behalf of NH Triple Play, LLC. (d/b/a New Hampshire Fisher Cats) and holds the authority to contractually bind NH Triple Play, LLC. (d/b/a New Hampshire Fisher Cats). Mr. Brenner had this authority on the date of January 28, 2014 when he executed the contract by and between the State of New Hampshire, Highway Safety Agency and the New Hampshire Fisher Cats.

Michael Ramshaw
Senior Vice President of Sales

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 28th day of January 2014, the above-named, Michael Ramshaw, personally appeared before me and made oath that the foregoing statements are true and correct to the best of his knowledge and belief.

Notary Public/Justice of the Peace
My Commission expires:

BRIAN PETER SHAWKEY
JUSTICE
MY COMMISSION EXPIRES JUNE 6, 2018
OF THE PEACE
NEW HAMPSHIRE

SSTONER

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/29/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME: SPORTS PHONE (A/C, No. Ext): 800-441-3994 FAX (A/C, No): 260-459-5120 E-MAIL ADDRESS: KK.SPORTS@KANDKINSURANCE.COM	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: NATIONAL CASUALTY COMPANY	11991
INSURED	NH TRIPLE PLAY, LLC D/B/A NH FISHER CATS 1 LINE DRIVE MANCHESTER, NH 03101	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1729350 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	1000000
A	X COMMERCIAL GENERAL LIABILITY			KRO0003449300	12:01AM 4/05/13	12:01AM 4/05/14	DAMAGE TO RENTED PREMISES (Ea occurrence)	300000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	NONE
	Owners & Contractors						PERSONAL & ADV INJURY	1000000
							GENERAL AGGREGATE	NONE
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS-COMP/OP AGG	2000000
	POLICY PROJECT LOC						Part Lgl Liab	1000000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea Accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	5000000
A	EXCESS LIAB CLAIMS-MADE			XKO0003449500	12:01AM 4/05/13	12:01AM 4/05/14	AGGREGATE	5000000
	DED RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS / OTHER	
							E L EACH ACCIDENT	
							E L DISEASE – EA EMPLOYEE	
							E L DISEASE – POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PROOF OF INSURANCE

CERTIFICATE HOLDER

NH HIGHWAY SAFETY AGENCY
78 REGIONAL DRIVE
CONCORD, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Turnbull

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